Honorable Thomas S. Zilly 1 2 3 4 5 6 7 8 UNITED STATES DISTRICT COURT WESTERN DISTRICT OF WASHINGTON 9 SEATTLE DIVISION 10 UNITED STATES OF AMERICA, 11 C17-668 TSZ Plaintiff, 12 ORDER APPROVING FIRST AMENDED STIPULATION BETWEEN THE v. 13 UNITED STATES AND SHAUN KOMRON M. ALLAHYARI and ALLAHYARI REGARDING THE 14 SHAUN ALLAHYARI, VALUE OF THE BECU DEED OF TRUST AS OF MAY 1, 2022 15 Defendants. 16 This matter is before the Court on the First Amended Stipulation between the Plaintiff the 17 18 United States of America and Defendant Shaun Allahyari regarding the value of the BECU Deed 19 of Trust, taking into account the State of Washington's statute of limitations (Dkt. # 201). The 20 Court has considered the First Amended Stipulation and is otherwise fully informed. Pursuant to 21 the First Amended Stipulation, IT IS HEREBY ORDERED: 22 1. The First Amended Stipulation between the United States and Shaun Allahyari regarding 23 the value of the BECU Deed of Trust, taking in account the State of Washington's statute of 24 limitations, is approved. 1 (C17-668 TSZ)

- 2. The value of the BECU Deed of Trust as of May 1, 2022 is \$620,000.
- 3. Interest at an annual interest rate of 4.125% will accrue until the BECU Deed of Trust is paid in full, whether or not through a sale of the property that is the subject of this case (3543 77th Place SE Mercer Island).
- 4. Shaun Allahyari agrees that in connection with a sale of the property, if ordered, he will not seek to enforce or recover other sums under the BECU Deed of Trust except as described in paragraphs 2 and 3 above taking into account any collection or payments received by Shaun Allahyari after May 1, 2022.
- 5. Consistent with paragraphs 2 through 4 above, the value of the BECU Deed of Trust, not taking into account any collection or payments made against it after May 1, 2022, will be:

Ralance Due

Date

Date	Balance Due	
5/1/2022	\$	620,000.00
6/1/2022	\$	622,131.25
7/1/2022	\$	624,230.63
8/1/2022	\$	626,337.10
9/1/2022	\$	628,450.67
10/1/2022	\$	630,571.38
11/1/2022	\$	632,699.24
12/1/2022	\$	634,834.29
1/1/2023	\$	636,976.53
2/1/2023	\$	639,126.01
3/1/2023	\$	641,282.74
4/1/2023	\$	643,446.75
5/1/2023	\$	645,618.06
6/1/2023	\$	647,796.70
7/1/2023	\$	649,982.69
8/1/2023	\$	652,176.06
9/1/2023	\$	654,376.83
10/1/2023	\$	656,585.02
11/1/2023	\$	658,800.67
12/1/2023	\$	661,023.79
1/1/2024	\$	663,254.41
2/1/2024	\$	665,492.57
3/1/2024	\$	667,738.27
4/1/2024	\$	669,991.55
5/1/2024	\$	672,252.44

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6/1/2024
                                                       674,520.96
 1
                                        7/1/2024
                                                   $
                                                       676,797.13
 2
                                        8/1/2024
                                                       679,080.98
                                        9/1/2024
                                                       681,372.54
 3
                                       10/1/2024
                                                       683,671.83
                                       11/1/2024
                                                       685,978.88
 4
                                       12/1/2024
                                                       688,293.71
                                        1/1/2025
                                                       690,616.36
 5
                                        2/1/2025
                                                       692,946.85
                                                   $
                                        3/1/2025
                                                       695,285.20
 6
                                        4/1/2025
                                                   $
                                                       697,631.44
                                        5/1/2025
                                                       699,985.59
 7
                                        6/1/2025
                                                   $
                                                       702,347.69
                                        7/1/2025
                                                       704,717.77
 8
                                        8/1/2025
                                                   $
                                                       707,095.84
                                        9/1/2025
                                                       709,481.93
 9
                                       10/1/2025
                                                   $
                                                       711,876.08
                                       11/1/2025
                                                       714,278.30
10
                                       12/1/2025
                                                       716,688.64
                                        1/1/2026
                                                       719,107.10
11
                                        2/1/2026
                                                       721,533.73
                                                       723,968.54
                                        3/1/2026
12
                                        4/1/2026
                                                       726,411.58
                                                   $
13
                                        5/1/2026
                                                   $
                                                       728,862.85
                                                       731,322.40
                                        6/1/2026
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         6. The parties waive any future rights to appeal regarding the value of the BECU Deed of
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     Trust, including the application of the Washington statute of limitations. The parties' agreement
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     does not impact or waive any other rights to appeal the parties may have.
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7. The parties' agreement does not impact or waive the United States' ability to seek a sale of the subject property, described above in paragraph 3, or Shaun Allahyari's right to oppose such a sale.

IT IS SO ORDERED.

DATED this 20th day of September, 2024.

Thomas S. Zilly

Thomas S. Zilly
United States District Judge